



Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 07193059
Control 090819027
Project STP 1902(339)
Highway VA
County SCURRY

August 13, 2019

RK HALL, LLC
5020 SE LOOP 286
PARIS, TX 75460-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Duane S. Milligan, P.E.
Deputy Director, Construction Division

Enclosure

cc: ABL District

BONDED BY: LIBERTY MUTUAL INSURANCE COMPANY
BOND NO. 019069592

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CONTRACT NO. 07193059

CONTROL 0908-19-027

PROJECT STP 1902(339)

HIGHWAY VA

COUNTY SCURRY

CONTRACT

between

STATE OF TEXAS

and

RK HALL, LLC

for

CONSTRUCTION OF 0.000 MILES

of

VA

in

SCURRY COUNTY

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THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	07193059
CONTROL	0908-19-027
PROJECT	STP 1902(339)
HIGHWAY	VA
COUNTY	SCURRY

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **RK HALL, LLC**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **42 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: STP 1902(339)
COUNTY : SCURRY

CCSJ BIDDER DATE DIV JOB
090819027 5 7 19 59

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
251	6079		REWORK BS MTL (TY D) (SURF) (ORD COMP)			
			SY	13,600.000	1.060	14,416.00
310	6005		PRIME COAT (AE-P)			
			GAL	2,550.000	5.950	15,172.50
344	6124	001	SUPERPAVE MIXTURES SP-D SAC-B PG70-28			
			TON	6,367.000	137.740	876,990.58
354	6045		PLANE ASPH CONC PAV (2")			
			SY	19,768.000	3.060	60,490.08
354	6057		PLANE ASPH CONC PAV (4")			
			SY	13,600.000	4.410	59,976.00
500	6001		MOBILIZATION			
			LS	1.000	50,000.000	50,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING			
			MO	3.000	5,000.000	15,000.00
662	6109		WK ZN PAV MRK SHT TERM (TAB)TY W			
			EA	1,878.000	3.000	5,634.00
666	6300	007	RE PM W/RET REQ TY I (W)4" (BRK) (100MIL)			
			LF	6,258.000	.450	2,816.10
666	6303	007	RE PM W/RET REQ TY I (W)4" (SLD) (100MIL)			
			LF	25,024.000	.450	11,260.80
666	6315	007	RE PM W/RET REQ TY I (Y)4" (SLD) (100MIL)			
			LF	25,024.000	.450	11,260.80
672	6010		REFL PAV MRKR TY II-C-R			
			EA	283.000	9.130	2,583.79
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN			
			EA	2.000	2,815.470	5,630.94
6185	6002	001	TMA (STATIONARY)			
			DAY	12.000	374.640	4,495.68
6185	6005	001	TMA (MOBILE OPERATION)			
			DAY	6.000	484.270	2,905.62
					TOTAL	1,138,632.89

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CONTRACT NO. 07193059

COUNTY SCURRY

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By  Date 8/13/19
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION
DUANE S. MILLIGAN, P.E., DEPUTY DIRECTOR, CONSTRUCTION DIVISION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR
Party of the Second Part

RK HALL, LLC

By:  8/21/19
VP (Title) (Date)

By: _____ (Title) (Date)

By: _____ (Title) (Date)

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DIANE S. WILLIAMS, PE, DEPUTY DIRECTOR, CONSTRUCTION DIVISION

PERFORMANCE BOND

CONTRACT NO. 07193059

COUNTY SCURRY

BOND NO. 019069592

KNOW ALL PERSONS BY THESE PRESENTS:

That we **RK HALL, LLC** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **one million one hundred thirty-eight thousand six hundred thirty-two and 89/100 Dollars (\$1,138,632.89)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 6th day of August, 2019

RK HALL, LLC


CONTRACTOR

*By: VP
(Title)

CONTRACTOR

*By: _____
(Title)

LIBERTY MUTUAL INSURANCE COMPANY

SURETY (Print Firm Name and Seal)

*By: 
Linda Lee Nipper (Title) **ATTORNEY-IN-FACT**

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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PAYMENT BOND

CONTRACT NO. 07193059

COUNTY SCURRY

BOND NO. 019069592

KNOW ALL PERSONS BY THESE PRESENTS:

That we **RK HALL, LLC** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **one million one hundred thirty-eight thousand six hundred thirty-two and 89/100 Dollars (\$1,138,632.89)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 6th day of August, 2019

RK HALL, LLC

Jesse E. Hall
CONTRACTOR

*By: VP
(Title)

CONTRACTOR

*By: _____
(Title)

LIBERTY MUTUAL INSURANCE COMPANY

SURETY (Print Firm Name and Seal)

*By: Linda Lee Miller
(Title) **ATTORNEY-IN-FACT**

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197868**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Hall, Linda Lee Nipper, Tina Davis, Lindsey Plattner

all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

WITNESSETH this 31st day of October, 2018.



Liberty Mutual Insurance Company The
Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
County of MONTGOMERY

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed On this 31st day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
2200 Renaissance Boulevard, Suite 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.



NOTIFICACION IMPORTANTE

PARA OBTENER INFORMACION O REALIZAR UNA QUEJA:

Usted puede escribir la notificación y dirigirla a Liberty Mutual Surety en la siguiente dirección:

Liberty Mutual Surety
2200 Renaissance Boulevard, Suite 400
King of Prussia, PA 19406-2755

Usted puede contactar al Departamento de Seguros de Texas para obtener informacion acerca de las compañías, coberturas, derechos o quejas:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a la siguiente dirección:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Disputas acerca de primas o reclamos

En caso de que usted quiera elevar una disputa concerniente al tema de primas, por favor contacte en primer lugar a su agente. Si el tema de la disputa es relativo a un reclamo, por favor contacte a la compañía de seguros en primer término. Si usted considera que la disputa no es apropiadamente resuelta en estas instancias, entonces usted puede contactar al Departamento de Seguros de Texas..

Adjunte esta notificacion a su póliza:

Esta notificación es a los solos fines de su información y la misma no forma parte o condiciona de manera alguna el documento adjunto.

State of UT
County of Salt Lake } ss:

On August 06, 2019 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Linda Lee Nipper

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020


Lindsey Plattner Notary Public



